

EXHIBIT 38

Part B

Policy Change
Number _____GU 269
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85
POLICY CHANGES

POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY:
NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		

MINIMUM & DEPOSIT LIABILITY PREMIUMMINIMUM RETAINED PREMIUM CLAUSE

Notwithstanding any conditions of this policy to the contrary, if this policy is cancelled at the request of the insured, the minimum retained premium shall not be less than 25% of the premium at inception, and such minimum retained premium is not subject to short rate or prorated adjustment.

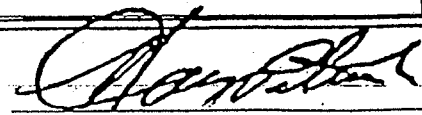
It is further agreed that there will be no flat cancellation.

It is further agreed that the minimum and deposit premium conditions in the endorsement apply to each annual term of the policy, if the policy has a term of more than 12 months, just as if separate annual policies had been written.

AMENDMENT OF PREMIUM CONDITIONS

If the premium is stated in the declarations as a flat premium charge, such premium is applicable to the stated policy period. If the premium is stated as other than a flat premium charge, such premium is an "advance premium" only. The "advance premium" is a minimum and deposit premium which shall be credited to the amount of the earned premium due at the end of the policy period. If the total earned premium for the policy period, as determined by audit, is less than the "advance premium" such "advance premium" is the minimum premium for the policy period, and is not subject to further adjustment.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.



Authorized Representative Signature

COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY/CLAIMS-MADE COVERAGE FORM

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - ADDITIONAL DEFINITIONS of this endorsement.

The definitions of the words and phrases "coverage territory", "insured" and "suit", contained in Section VI, apply in place of the definitions stated elsewhere in the policy, but only as respects coverage under this endorsement.

The provisions of this endorsement apply only as respects Employee Benefit Liability Coverage afforded hereunder.

SCHEDULE

COVERAGE	LIMITS OF INSURANCE	ADVANCE PREMIUM
Employee Benefit Programs	\$1,000,000 each employee	INCLUDED
	\$1,000,000 aggregate	

ESTIMATED NUMBER OF EMPLOYEES	RATE (EACH EMPLOYEE)	ESTIMATED PREMIUM
	N/A	\$ N/A
	Total	\$

SECTION I - COVERAGE D. EMPLOYEE BENEFIT PROGRAM LIABILITY

1. Insuring Agreement

- a. We will pay those sums that you become legally obligated to pay as damages because of any negligent act, error, or omission of yours, or of any other person for whose acts you are legally liable. The negligent act, error or omission must be committed in the "administration" of your "employee benefit program" during the policy period. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under

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COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE CONTINUED

But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
 - (2) We may at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result; and
 - (3) Our right and duty to defend ends when we have exhausted the applicable limit of insurance in the payment of judgments or settlements.
- b. This insurance applies to negligent acts, errors or omissions of the "insured", or of any other person for whose acts the "insured" is legally responsible, committed in the "administration" of your "employee benefit program" during the policy period, only if:
- (1) The negligent act, error or omission takes place in the "coverage territory";
 - (2) The negligent act, error or omission did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
 - (3) A claim for damages because of the negligent act, error or omission is first made against any "insured", in accordance with paragraph c. below during the policy period or any Extended Reporting Period we provide under EXTENDED REPORTING PERIODS (Section V) of the Commercial General Liability Claims Made Coverage Form.
- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any "insured" or by us, whichever comes first; or
 - (2) When we make settlement in accordance with paragraph 1a. (2) above.

All claims for damages because of a negligent act, error or omission to the same person will be deemed to have been made at the time the first of those claims is made against any "insured".

2. EXCLUSIONS

This insurance does not apply to:

- a. Loss arising out of or relating to dishonest, fraudulent, criminal or malicious act or omission, committed by you;
- b. "Bodily injury" or "property damage" or "personal injury";
- c. Loss arising out of or relating to failure of performance of contract by any insurer.

d. Loss arising out of or relating to an act of terrorism or an act of nuclear, biological, chemical or radioactive contamination, or any combination thereof, as defined in the Terrorism Risk Insurance Act of 2002, 15 U.S.C. § 1601, or any successor statute.

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COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE - CONTINUED

- e any claim or "suit" based upon:
 - (1) failure of any investment to perform as represented by you; or
 - (2) advice given to any person to participate or not to participate in any plan included in the "employee benefit program";
- f. Loss arising out of or relating to your failure to comply with the mandatory provisions of any law concerning workers compensation, unemployment insurance, social security or disability benefits;
- g. Loss for which you are liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended; or
- h. Loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by you for such benefits or from collectible insurance notwithstanding your act, error or omission in administering the plan which precluded the claimant from receiving such benefits.

3. SUPPLEMENTARY PAYMENTS - COVERAGE D

- a. We will pay, with respect to any claim or "suit" against you which we defend:
 - (1) All expenses we incur.
 - (2) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
 - (4) All costs taxed against you in the "suit".
 - (5) Pre-judgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance we will not pay any prejudgment interest based on that period of time after the offer.
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- b. If we defend you against a "suit" and an indemnitee of yours is also named as a party to the "suit" we will defend that

indemnitee if all of the following conditions are met:
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COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE - CONTINUED

- indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by you;
 - (3) The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
 - (4) The allegations in the "suit" and the information we know about the negligent act, error or omission are such that no conflict appears to exist between your interests and the interests of the indemnitee;
 - (5) The indemnitee and you ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and
 - (6) The indemnitee:
 - A. Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - B. Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".
 - (7) So long as the conditions in b.(1) through (6) are met, attorneys fees incurred by us in the defense of the indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages arising out of "administration" of your "employee benefit program" and will not reduce the limits of insurance.
 - (8) Our obligation to defend your indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

A. We have used up the applicable limit of insurance in the defense of your indemnitee or the applicable limit of insurance in the defense of your indemnitee.

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c. These payments will not reduce the limits of insurance.

COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE - CONTINUED

SECTION II - WHO IS AN "INSURED"

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
 - c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds" but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture, or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
2. Each of the following is also an "insured":
 - a. Your "employees" other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Any person or organization having proper temporary custody of your property if you die, but only
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision is not available if the organization is a corporation or partnership organized in the State of New York.

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COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE CONTINUED

4. No person or organization is an "insured" with respect to any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below constitute the most we will pay regardless of the number of:
 - a. "Insureds";
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits";
 - d. Acts, errors or omissions which result in loss; or
 - e. Plans included in your "employee benefit program".
2. Subject to the policy's General Aggregate Limit (as shown in the Declarations), the Employee Benefits Aggregate Limit is the most we will pay for damages under Coverage D.
3. Subject to the policy's General Aggregate Limit (as shown in the Declarations), or the Employee Benefits Aggregate Limit, whichever applies, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the "administration" of your "employee benefit program".
4. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$1,000 deductible applicable to Each Employee. The limits of insurance applicable to Each Employee will be reduced by the amount of this deductible. The Employee Benefits Aggregate Limit shall not be reduced by the application of such deductible amount.
5. The deductible amount applies to all damages sustained by an "employee" because of an act, error or omission covered by this insurance.
6. The terms of this insurance apply irrespective of the application of the deductible amount, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and

b. Your duties in the event of an act, error or omission claim

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We action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE - CONTINUED

SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS

SECTION IV of the Commercial General Liability Coverage form is incorporated in full and without change herein by this reference, except Paragraphs a. and b. of item 2 of such SECTION IV are inapplicable to this endorsement and the following shall apply in lieu thereof:

2. Duties in the Event of Act, Error or Omission, Claim or "Suit".
 - a. You must notify us as soon as practicable of an act, error or omission which may result in a claim. Notice shall be in writing and must include:
 - (1) What the act, error or omission was and when and where it occurred;
 - (2) Who committed the act, error or omission; and
 - (3) The name and address of each "employee" who may suffer damages as a result of the act, error or omission
 - b. If a claim is received by you, you must:
 - (1) Immediately record the specifics of the claim and the date received; and
 - (2) Notify us in writing as soon as practicable

SECTION V EXTENDED REPORTING PERIODS

SECTION V of the Commercial General Liability Coverage form (Claims Made Coverage) is incorporated in full and without change herein by reference.

SECTION VI ADDITIONAL DEFINITIONS

1. "Administration" means:
 - a. Counseling employees, including their dependents and beneficiaries, with respect to the "employee benefit program";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting or terminating any employee's participation in a plan included in the "employee benefit program".
2. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

3. "Employee benefit program" means the following plans:
 - a. Group life insurance, group accident or health insurance, profit sharing plan, or other plan or arrangement for the benefit of employees or their dependents.

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COMMERCIAL UNDERWRITERS INSURANCE COMPANY

EMPLOYEE BENEFITS LIABILITY COVERAGE CONTINUED

- b. Unemployment insurance, social security benefits, workers compensation and disability benefits;
 - c. Any other similar plan designated in the Schedule or added thereto by endorsement.
4. "Insured" means any person or organization qualifying as such under Section II - WHO IS AN "INSURED".
5. "Profit sharing plans" mean only such plans that are equally available to all full time employees.
6. "Stock subscription plans" mean only such plans that are equally available to all full time employees.
7. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit without consent.

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ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.

Policy Number:

Endorsement Number:

Named Insured:

By:

Effective Date:

Additional Premium: \$

Date Issued:

Return Premium: \$



AUTHORIZED REPRESENTATIVE

Policy Change
NumberGU 269
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85
POLICY CHANGES

POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		
<p style="text-align: center;">CROSS SUITS EXCLUSION</p> <p>In consideration of the premium charged, it is understood and agreed that this policy will not respond to any liability, claim, action or suit brought by or on behalf of any Named Insured under this policy against any other Named Insured under this policy.</p> <p>All other terms and conditions remain unchanged.</p>		
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COVERAGE PARTS AFFECTED		

COMMERCIAL GENERAL LIABILITY

POLLUTION EXCLUSION

Exclusion f. is hereby deleted and replaced with the following:

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph (d) (i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

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NAMED INSURED	AUTHORIZED REPRESENTATIVE	

COVERAGE PARTS AFFECTED

COMMERCIAL GENERAL LIABILITY

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire, lightning or windstorm.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

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NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		
<p style="text-align: center;">SERVICE OF SUIT</p> <p>It is agreed that service of process in any suit on this policy against Commercial Underwriters Insurance Company may be made upon the highest one in authority bearing the title Commissioner, Director, or Superintendent of Insurance of the state or commonwealth wherein this policy is delivered or issued. The one in authority bearing the title Commissioner, Director, or Superintendent of Insurance of the state of commonwealth where this policy is delivered is hereby authorized and directed to accept service of process on behalf of this Company in any such suit, provided such Commissioner, Director, or Superintendent has a procedure for forwarding suits to insurance companies by registered or certified mail and agrees to abide by such procedure by mailing via certified mail all documents so served to:</p> <p style="text-align: center;">Commercial Underwriters Insurance Company 200 Corporate Pointe Suite 300 Culver City, California 90230</p> <p>It is further agreed that the Insured shall, by registered mail, send to Commercial Underwriters Insurance Company, 200 Corporate Pointe, Suite 300, Culver City, California 90230, a copy of all documents relating to the service of process and suit as the Insured has delivered to the highest one in authority of the Insurance Department of the state in which the suit has been instituted.</p> <p>All other terms and conditions remain unchanged.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 20px;"><p>NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.</p></div> <p style="text-align: center;">Page 1 of 1</p>		


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<p style="text-align: center;">LEAD LIABILITY EXCLUSION</p> <p>In consideration of the premium charged, it is understood and agreed that this policy will not respond to any liability arising out of lead, or any product containing lead, including use, manufacturing, mining, sale, installation, distribution, removal, transportation, encapsulation, storage, disposal or exposure to lead, including all defense and defense costs arising out of any exposure or product containing lead.</p> <p>All other terms and conditions remain unchanged.</p>		
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COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		

SUBCONTRACTOR'S LIABILITY INSURANCE ENDORSEMENT

In consideration of the payment of the premium, it is hereby understood and agreed that the following special conditions are made a part of the policy:

1. The Insured shall require all subcontractors during the period of their contract to maintain Commercial General Liability insurance coverage (underwritten by an insurance company with at least an A- Best rating), with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate (other than products-completed operations), \$1,000,000 products-completed operations aggregate, except blasting subcontractors which are excluded and must be submitted to the Company for approval prior to the start of operations. The Insured shall also be an Additional Insured on the subcontractor's policy. Furthermore, the Insured shall obtain "Certificates of Insurance" to evidence such coverage for all subcontractors. In addition, all subcontractors shall hold Insured harmless.
2. Failure to comply with the above condition does not alter the coverage provided by this policy. However, should the Insured fail to comply, for the sole purpose of computing rates and premium, independent contractors will be considered employees of the Insured and a premium charge at a rate of \$50.00 per \$1,000 of payroll will be made accordingly.
3. Commercial General Liability coverage maintained by subcontractors shall be primary and this policy shall be excess of the Limits of Liability of such insurance, notwithstanding the language of the Other Insurance provisions in the policy.

All other terms and conditions remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 07 98

POLICY CHANGES

POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY:
NAMED INSURED	AUTHORIZED REPRESENTATIVE	
COVERAGE PARTS AFFECTED Commercial General Liability Coverage - Owners, Landlords and Tenants Liability Manufacturers and Contractors Liability - Owners and Contractors Protective Liability - Products and Completed Operations		

EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

The following exclusion is added to the Exclusions Section of this policy:

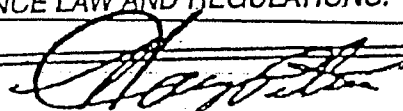
This insurance does not apply to any claim, suit, damages, claim expenses, wrongful act, professional services, personal injury and advertising injury, bodily injury or property damage arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
 - (1) any of the following, whether belonging to any Insured or to others:
 - (a) computer hardware, including micro-processors;
 - (b) computer application software;
 - (c) computer operating systems and related software;
 - (d) computer networks;
 - (e) micro-processors, semi-conductors, or digital, analog or integrated devices not part of any computer system;
 - (f) any other computerized or electronic equipment or components; or
 - (2) any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph a.(1) of this endorsement

due to the liability to correctly recognize, process, distinguish, interpret or accept any date recognition or the change to the year 2000 and beyond.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph a. of this endorsement.

All other terms, exclusions and conditions of this policy remain unchanged.
NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.



Authorized Representative Signature

Policy Change
NumberGU 269
(11-85)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85
POLICY CHANGES

POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE

COVERAGE PARTS AFFECTED

COMMERCIAL GENERAL LIABILITY

AMENDATORY ENDORSEMENT
OTHER INSURANCE CONDITION - EXCESS INSURANCE

It is agreed that Item 4 - Other Insurance, under Section IV - Commercial General Liability Conditions is amended by addition of the following parts (4), (5) and (6) to the first paragraph of subparagraph b-Excess.

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is valid and collectible insurance:

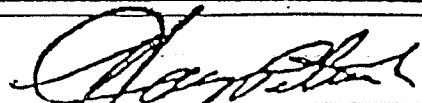
(4) available to you as an additional insured under a policy issued to:

- (a) A contractor or subcontractor working directly or indirectly for you;
- (b) A tenant renting or leasing land or premises from you; or
- (c) A lessee of machinery or "mobile equipment" owned by you.

(5) available to you for the conduct of your business in any current or past partnership or joint venture that's not named in the Declarations, unless that insurance was brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		

AMENDATORY ENDORSEMENT
OTHER INSURANCE CONDITION - EXCESS INSURANCE
(Continued)

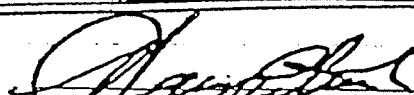
(6) available to you, your officers, directors and employees under an "Owner Controlled Insurance Program" or a "Wrap-Up Insurance Program" in which you are or were a Participant. "Owner Controlled Insurance Program" or "Wrap-Up Insurance Program" means an insurance program that:

- (a) is limited to specific construction project;
- (b) requires some or all of the contractors working on the project to participate in the program; and
- (c) is purchased by you; or
- (d) is purchased for you by the owner of the project or by another contractor.

All other terms and conditions remain unchanged.

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POLICY CHANGES

POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		

NOTICE OF OCCURRENCE

In the event of an Occurrence, written notice containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances of the event and the names and addresses of the Insured and of available witnesses, shall be given by or for You to Us or any of Our authorized agents as soon as practical after notice has been received by You.

KNOWLEDGE OF OCCURRENCE

Knowledge of an Occurrence falling within the coverage provided by this policy by Your agent, servant or employee shall not in itself constitute knowledge by You unless the Corporate Risk Manager of Your corporation shall have received notice of such Occurrence from its agent, servant or employee.

UNINTENTIONAL ERRORS AND OMISSIONS/FAILURE TO DISCLOSE

Failure by You to disclose all hazards existing on the effective date of this policy shall not prejudice You with respect to the coverage afforded by this policy provided such failure or any such omission is not intentional.

All other terms and conditions remain unchanged.

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POLICY CHANGES

POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE

COVERAGE PARTS AFFECTED

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

"BLANKET" as required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

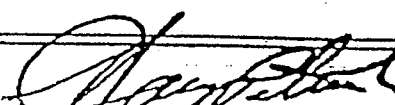
WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

If required by your agreement with such Insured, this insurance shall be primary insurance for such Insured. If anyone also provides similar insurance for such Insured, then that insurance will be primary, and this insurance will be excess over, or secondary to that insurance.

The inclusion of one or more Insured under the terms of this endorsement does not increase our limits of liability

All other terms and conditions remain unchanged.

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POLICY NO.	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		

IN THE EVENT OF A CLAIM REPORT IT TO:

CUIC SPECIALTY CLAIM DEPARTMENT

P.O. Box 3649

Culver City, CA 90231-3649

PHONE: (310) 670-0254

(888) 522-LOSS(5677)

FAX: (310) 670-3357

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